

# **Town of Westford, MA**

## **2012 ROOF REPLACEMENT - 2 BOSTON ROAD**

### **INVITATION TO BID**

The town of Westford will accept bids for the installation of an asphalt shingle roof at the Town Museum building located at 2 Boston Road, Westford, MA. Bid specifications are available on the town of Westford website or at the Town Manager's office in the Westford Town Hall, 55 Main Street, Westford, MA Monday – Friday, 8 am – 4 pm starting August 15, 2012. **Sealed bids shall be accepted at the Town Manager's office in the Westford Town Hall, 55 Main Street, Westford, MA until Wednesday, September 6, 2012 at 2:00 p.m.** at which time they shall be publicly opened. All sealed bids should be clearly labeled **Roof Replacement – 2 Boston Road**. The Town reserves the right to accept or reject any or all bids and to waive informalities if deemed in the Town's best interest to do so. Questions can be sent by fax to 978-399-2557 or email to [procurement@westfordma.gov](mailto:procurement@westfordma.gov).

The Board of Selectmen, or their designee, will make one contract award for the roof installation to the responsible and responsive bidder (as determined by the town) with the lowest price. The town reserves the right to accept or reject any or all bids if it be in the town's best interest to do so. Bid proposals and prices shall stand as submitted for a period of 60 business days or until the contract is executed.



**Photograph of Town Museum at 2 Boston Road taken on 2/24/2011**

### **I. GENERAL CONDITIONS**

By submitting a bid, the contractor agrees and warrants that he/she has examined the property, is aware of conditions on the premises, and has reviewed the specifications. All bids must comply with the following conditions:

#### **1. The following conditions must be met in order for bids to be considered:**

- Contractor must include a list with a minimum of 5 references for similar roof projects completed within the last 5 years.
- Contractor must pay prevailing wages pursuant to state law.
- Contractor must carry insurances to satisfy the Town of Westford requirements.
- Contractor must enter into a formal contract with the town. Sample contract attached.

**2. Bid Response Sheet:** For each bid submitted, the bidder shall include on the Bid Response Sheet the proposed bid price for the work outlined in the Scope of Work as well as his name, address, telephone number and social security or federal identification number.

**3. Bonds:** The contractor must provide a payment bond equal to 50% of the contract value at the time of execution of the contract.

**4. All work will be performed in accordance with the Scope of Work in Section II.** Contractor is responsible for acquiring a building permit. Please note that fees for the required permits in conjunction with this project are waived.

**5. Warrantees -** All work will be covered, by the contractor, with a one year WRITTEN warranty for labor and materials installed under this contract. All roofing materials provided and installed shall be covered by a minimum 30 year manufacturer's WRITTEN warranty to be supplied with the final invoice.

**5. Questions** –All questions about this bid must be received 7 days prior to the scheduled bid opening and must be in writing through email to [procurement@westforma.gov](mailto:procurement@westforma.gov) or fax to 978-399-2557.

**6. The Town of Westford reserves the right to accept or reject any or all bids** if it is determined to be in the Town's best interest to do so and also reserves the right to waive any minor informalities.

## **II. SCOPE OF WORK**

1. Strip off existing cedar roof shingles and underlayment on entire structure excluding the cupola. Haul all debris generated by job away to a proper disposal site. Roof area is estimated at 2,500 square feet. All bidders should field verify roof area and site conditions before submitting a bid.
2. Check roof for rotted sheathing and/or trim and repair/replace any rotted wood if encountered. Check all flashing and replace where necessary.
3. Install ice and water barrier to the first six feet from bottom of roof edges, around cupola, around vent pipes, over all peaks, under chimney lead, three feet down from top of roof, and in all roof valleys.
4. Install new 8" aluminum drip edge on all roof edges and rakes.
5. Install 15 lb. felt paper to protect roof deck from moisture.
6. Install the selected type of architectural shingles (20 years or 30 years to be determined by the town) on all sections of the roof (color to match existing as closely as possible).
7. Install new pipe and vent flanges.
8. Protect exterior walls of the building from damage using tarps during roof stripping and shingle installation.
9. Fasten all shingles with 1<sup>1/4"</sup> or 1<sup>1/2"</sup> roofing nails. Re-attach lightning protection cable to roof using proper fasteners.
10. Building and building contents must be protected from rain and other precipitation throughout project.
11. New roofing materials may only be installed in dry weather conditions.
12. All work to conform to 780 CMR 8<sup>th</sup> edition and proper construction techniques.
13. All work must be completed and the site cleared of all debris and equipment, scaffolding, tools, etc., no later than November 1, 2012.

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID**

**BID RESPONSE**

**CERTIFICATIONS:**

The undersigned hereby certifies that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he/she will comply fully with all laws and regulations applicable to awards made subject to section forty-four A.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made and submitted in good faith and without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Pursuant to Massachusetts General Law Chapter 62C Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

\_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Printed Name of Person Signing Bid and Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City and State)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
Social Security Number  
or Federal Identification Number

**THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID**

**BID RESPONSE  
2012 Roof Replacement – 2 Boston Road**

The undersigned, having familiarized him/herself with the areas of the building included in this specification, proposes to furnish all labor and materials required to perform the asphalt shingle roof installation per specifications in accordance with the accompanying scope of work prepared by the Town of Westford for the contract prices specified below, subject to additions and deductions according to the terms of the specifications.

Acknowledgement of Addenda: This proposed Bid includes Addenda Nos. (if applicable)\_\_\_\_\_

The Proposed Total Contract Price is \$\_\_\_\_\_

Reduction in total contract price if the town  
decides to use 20-year shingles rather than 30-year \$\_\_\_\_\_

Work can be accomplished within given timeframe of 5 days from start of work?: yes \_\_\_\_ No \_\_\_\_  
(Owner will provide accommodation to schedule as needed for legitimate for weather related delays.)

The undersigned certifies under penalties of perjury that there have been no substantial changes in his/her financial position or business organization since the applicant's most recent pre-qualification statement and that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. "Person" here means any natural person, joint venture, partnership, corporation, or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

The undersigned agrees that, if he/she is selected as contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this general bid and furnish a Payment bond, from a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of one hundred percent (50%) of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

**REFERENCES:**

Bidder will list at least five recent customers, with appropriate contact person name, title, name of entity, and appropriate phone numbers. References from municipalities preferred. Please add additional paper if needed.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**SAMPLE CONTRACT**

Agreement effective the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the TOWN OF WESTFORD, 55 Main Street, Westford, MA 01886, a municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen or its Town Manager as signed below, with no personal liability to themselves hereinafter referred to as the "Town" and (name & address)

\_\_\_\_\_ hereinafter referred to as the "Contractor".

**RECITALS**

WHEREAS the Contractor will furnish the Town with PROFESSIONAL SERVICES and;

WHEREAS the Town desires to obtain such Professional Services from the Contractor in a timely manner and;

WHEREAS it was one of the conditions of the award of this contract that a formal Contract should be executed, by the Contractor and Town, evidencing the terms and conditions for the award.

NOW THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

ARTICLE I: Contractor shall furnish Town with:

\_\_\_\_\_  
\_\_\_\_\_  
subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the specifications, instructions to bidders and related documents, which if attached hereto are shown as lettered Exhibit(s) \_\_\_\_\_ and which are incorporated herein by reference, (the "Contract") for the sum equal to the aggregate purchase price of that described above to be furnished by Contractor at the prices and rates specified in the proposal, which if also attached hereto is shown as Exhibit \_\_\_\_\_ and which is incorporated herein by reference. The total contract price is not to exceed:

\_\_\_\_\_  
ARTICLE II: Contractor shall commence the performance of this contract within \_\_\_\_\_ days of receiving written notice to proceed and shall have completed the work on or before \_\_\_\_\_ days after notice was received. All provisions related to time of completion of the work are of the essence.

ARTICLE III: Reliance by Town - Contractor covenants and agrees to faithfully perform all of its obligations under this Contract and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. It is understood and agreed that the Contractor employees persons skilled in the disciplines necessary to perform the work agreed to be performed by it under this contract and that the Town relies upon the skill of such employees to do and perform the work in a skillful manner and that the Contractor agrees to perform such work. Acceptance by the Town of the work performed does not operate as a release of the Contractor from its responsibility. It is further understood and agreed that the Contractor's responsibility shall extend to all work and services required to be performed under this Contract.

ARTICLE IV: In addition to any other warranties or guarantees in any documents incorporated herein by reference, Contractor warrants that what is being provided, described above in Article I, as the subject matter of this Contract, is fit for the use or purpose intended. Contractor further certifies the suitability, professionalism and capability of all individuals employed to furnish any services specified in Article I above.

ARTICLE V: The Contractor shall purchase and maintain such insurance as will protect it from claims which arise out of or result from the Contractor's operations under the contract, whether such operations be by itself or

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by any subcontractor or anyone directly or indirectly employed by any of them. The insurance required shall be with a company authorized to do business in the Commonwealth of Massachusetts and satisfactory to the Town, and shall be written for limits of the liability satisfactory to the Town, and shall include insurance in the following amounts:

PROFESSIONAL LIABILITY- \$1,000,000 MINIMUM  
UMBRELLA - \$1,000,000 MINIMUM  
WORKER'S COMPENSATION - per statutory requirements

Other if	Automobile Liability insurance: \$	each person
Applicable:	\$	each accident
	Property:	\$

Certificates of Insurance acceptable to the Town, naming the Town of Westford as an additional insured, shall be submitted to the Town simultaneously with the execution of the Contract.

ARTICLE VI: The Town has waived the cost of the building permits if required for this project. All permits must still be obtained by the appropriate Contractors as normally required.

ARTICLE VII: This project is Tax Exempt. The tax exemption number will be furnished to the General Contractor by the Owner after award of the Contract.

ARTICLE VIII: ~~Non-Collusion-~~The Contractor declares that, as of the date of this Contract, no Town official, either directly or indirectly, has a financial interest in this Contract, and furthermore, the Contractor pledges that it shall notify the Town in writing should any Town official acquire, either directly or indirectly, a financial interest in this Contract. The Contractor further declares that, as of the date of this Contract, it has not given or donated or promised to donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her benefit, any sum of money or other thing of value for aid or assistance in obtaining this Contract. The Contractor pledges that neither it nor any other officer, agent or employee of the Contractor shall give or donate or promise to give or donate, either directly or indirectly, to any Town official or employee or to anyone else, for his/her value, for aid of assistance in obtaining any Contract with the town.

ARTICLE IX: Termination/Right to Stop Work - The Town may terminate this Contract if (a) any material misrepresentation is made by the Contractor; (b) any failure by the Contractor to perform any of its obligations under this Contract, including but not limited to, the following: (i) failure to commence performance of this Contract at time specified due to a reason or circumstance within the Contractor's reasonable control; (ii) failure to perform this contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control; (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town; (iv) failure to promptly re-perform, within reasonable time, the services that were rejected by the Town as erroneous or unsatisfactory; (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control; (vi) failure to comply with a material term of this contract; and, (vii) any other acts specifically and expressly stated in this contract as constituting a basis for termination of this contract.

The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such a period of time as it may determine to be appropriate for the convenience of the Town. The Town may terminate this Contract at any time, with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail, to the usual place of business of the other party.

ARTICLE X: Damages - From any sums due to the Contractor for performance of this contract, the Town may keep for its own the whole or any part of the amount for expenses, losses and damages incurred by the Town as a consequence of the need to hire a third party to perform the work required by this contract, including the cost of labor and equipment as a result of any event of default, failure, omission or mistake of the Contractor in performing the work as provided in this Contract.

It is further agreed by the Contractor that, in the event the Town is sued in a court of law or equity, or demand is made upon the Town for payment of any damages arising out of the Contractor's performance or non-performance of this Contract, then the Contractor, without reservation, shall indemnify and hold harmless the Town against any and all claims arising out of the Contractor's performance or non-performance of the Agreement.

ARTICLE XI: Governing Ordinances and Laws - This contract is made subject to and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the By-laws of the Town of Westford and if any such clause thereof does not conform to such Laws or Bylaws, such clause shall be void (the remainder of this Contract shall not be affected) and such Laws or By-laws shall be operative in lieu thereof.

ARTICLE XII: Equal Opportunity - The Contractor, in the performance of all work under this contract, will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The Town may cancel, terminate or suspend the contract in whole or in part for any violation of this Article.

ARTICLE XIII. Assignability - The Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the Town.

ARTICLE XIV. Notice - Any notice to be given by either party to the other shall be deemed duly given if mailed, via certified mail, return receipt requested, as follows:

In the case of the Town to:

In the case of the Contractor to:

ARTICLE XV. Amendments - This contract represents the entire agreement between the parties and the terms of this contract may not be altered or amended except in writing and signed by the parties with the same formalities as the initial Contract.

ARTICLE XVI. Severability - If any provision of this Contract or any portion of such provision shall be held invalid or illegal, then the remainder of this Contract or the remainder of such provision shall not be affected thereby.

ARTICLE XVII. Interpretation of Specifications and Contract Requirements - A decision of interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work by the Contractor, shall be made promptly and, in any event, no later than thirty days after the written submission for decision by the Town, but if such decision requires extended investigation and study, the Town shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

ARTICLE XVIII. Indemnification - The Contractor hereby assumes the entire responsibility and liability for any and all injuries to, or death of, all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from, or arising out of, any act, omission or neglect on the part of the Contractor or anyone directly or indirectly employed by the Contractor and shall indemnify, defend and hold harmless the Town of Westford and all of its officers, agents, employees against all suits, claims of liability of

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every nature and name, for or on account of any injuries to persons or damage to property arising out of the proven negligence of the Contractor in the performance of the work covered by the Agreement, and/or failure to comply with the terms and conditions of this Agreement, whether by itself or its employees or subcontractors, or other agents, including reasonable attorneys fees.

ARTICLE XIX: The Town agrees to faithfully pay the Contractor, when due and payable, and under the terms of all such incorporated documents and instruments to this Contract, all such contracted sums, subject to the provisions of Article X.

ARTICLE XX - COMPLIANCE – M.G.L. Chapter 62C, §49A

Prior to the issuance of the Contract, \_\_\_\_\_, shall attest under the penalties of perjury that it is in compliance with all the laws of the Commonwealth of Massachusetts relating to taxes. This statement is required in accordance with Massachusetts General Law c.62C, Section 49A.

Pursuant to M.G.L. c.62C, § 49A, I certify under the penalties of perjury that I, to the best of my best knowledge and belief, have filed all state tax returns and paid all state taxes, reported all employees and contractors, and withheld and remitted child support, as required by law.

(NAME OF COMPANY)

\_\_\_\_\_  
Social Security Number or Federal  
Identification Number

By \_\_\_\_\_  
Corporation Officer or Authorized

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this Agreement on the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

Availability of Funds:

\_\_\_\_\_  
Town Accountant

Town of Westford by its  
Board of Selectmen or Town Manager  
Date of Board Vote (if any) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contractor:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Title

Corporate Seal